

WCSO/COLFAX PD CONTRACT FOR COVERAGE
October 18, 2018

INTERLOCAL AGREEMENT

This Agreement (the "Agreement") is between the City of Colfax, WA ("Colfax"), and the Whitman County Sheriff's Office, a political subdivision of the state of Washington ("COUNTY").

The Parties recognize that the Colfax Police Department is currently understaffed and is therefore occasionally short-handed, and having difficulty providing all of the services in Colfax that it would like to provide. The County Sheriff's Office is willing to assist the City of Colfax on occasion by providing more law enforcement services within Colfax than the Sheriff's Office would normally provide, in order to assist Colfax on a short term basis.

The Parties agree as follows:

1. **PERFORMANCE.** The County may provide law enforcement services and emergency law enforcement response to support the Colfax City Police Department, at a level over and above what the Sheriff's Office would usually provide, at specific designated times when the City does not have adequate coverage due to staffing shortages. The decision whether to provide the supplementary law enforcement services will be made on a request by request basis, at the sole discretion of the Sheriff. The County is not required to provide additional staff or dedicated staff to the City as part of this agreement, and additional staffing if needed on the part of the County to provide these supplementary law enforcement services shall only be provided at the discretion of the Sheriff.
2. **AGREEMENT TERM.** This Agreement shall commence upon signing by both parties and remain in effect through December 31, 2019 unless terminated earlier.
3. **COMPENSATION.** From signing through December 31, 2019, Colfax shall pay the COUNTY at the rate of three hundred and sixty dollars (360.00) per 12 hour period of coverage. All periods of coverage will be paid in 12 hour increments unless otherwise agreed upon.
4. **PAYMENT.** Colfax shall send payment to the Whitman County Sheriff's Office, 411 N. Mill Street, Colfax, WA 99111. Payment shall be made within thirty (30) days of receipt of invoice from the COUNTY.
5. **COMPLIANCE WITH LAWS.** Each party shall comply with all applicable federal, state and local laws and regulations.
6. **ASSIGNMENT.** Neither party may assign, transfer or subcontract its interest, in whole or in part, in this Agreement without the other party's prior written consent.

7. **DISPUTES**. This Agreement shall be interpreted under the laws of the state of Washington. Any litigation to enforce this Agreement or any of its provisions shall be brought in Whitman County, Washington.
8. **AMENDMENTS**. This Agreement may be amended at any time upon the mutual written consent of the parties.
9. **ANTI-KICKBACK**. No officer or employee of the COUNTY having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, service or other thing of value from or to any person involved in this Agreement.
10. **TERMINATION**. Either party may terminate this Agreement with ten (10) days prior written notice to the other party. In the event of such termination, Colfax shall pay the COUNTY for all work previously authorized and performed prior to the termination date.
11. **INDEMNIFICATION**. Each party to this Agreement is responsible for its own acts and omissions and those of its officers, employees and agents. Neither party to this Agreement is responsible for the acts or omissions of third parties.
12. **SEVERABILITY**. In the event any provision of this Agreement is held to be invalid, the remaining provisions of the Agreement shall continue in full force and effect.
13. **NON-DISCRIMINATION**. No individual shall be excluded from participation in, denied the benefit of, subject to discrimination under, or be denied employment in the administration of or in connection with this Agreement because of race, color, creed, marital status, familial status, religion, sex, sexual orientation, national origin, Vietnam era or veteran's status, age or disability. The parties shall comply with all applicable federal, state and local nondiscrimination laws, regulations and policies.

CITY OF COLFAX WHITMAN COUNTY SHERIFF'S OFFICE

By: G Todd Vane

Title: Mayor

Date: 11/5/2018

By: [Signature]

Title: SHERIFF / WCCSO

Date: 11/6/18

City of Colfax Resolution Number - 18-12